



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall
101 NE Harvey Street
August 25, 2015 at 5:30 pm

Mayor Thomas M. Armstrong

**City Council: Jill Altringer, Tami Evans, Craig Patterson
Ty Blackford and Doug Bickford, City Administrator Kelley Brown
City Clerk Rochelle Williams, City Treasurer Deb Gallagher,
City Attorneys Tom Henderson, Erik Fisk, City Engineer John Gade**

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- **We may disagree, but we will be respectful of one another**
- **All comments will be directed to the issue at hand**
- **Personal attacks will not be tolerated**

GENERAL AGENDA ITEMS.

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from August 11, 2015
 - B Set a Bid Date of September 16, 2015 at 10 and September 22, 2015 Public Hearing and Award of Contract for Crossroads Business Park of Grimes Plat 6 SE Destination Drive Extension
 - C. Brooke Ridge Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement
 - D. Municipal Supply Inc. - \$4,300 (used for locates of water, sewer, electrical)
 - E. Crossroads Business Park of Grimes Plat 5 Lots 1-3 Storm Water Management Facility Maintenance covenant and Permanent Easement Agreement
 - F. Ziegler - \$3,059.20 (repairs to end loader)
 - G. Van Wall Equipment - \$5,047.72 (repairs to US Water tractor)
 - H. Civil Design Advantage LLC - \$4,908.45 (engineering fees for Grimes Crossroads Plat 6/ Destination Drive)



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

- I. Purchase from Logan Contractors Supply, Inc. a CRAFCO SS125D Tar Kettle/Crack Sealer – \$38,900
- J. Task Order # 1005-15C for Fox Engineering – Heritage at Grimes Plat 2 Phase 2 – Little Beaver Creek Tributary Crossing
- K. Public Purpose Bills
- L. Finance Report for July
- M. Claims Report for August 25, 2015
- N. Partnership 2017 Investment Campaign Commitment Greater Des Moines Partnership \$3,000

5. US Water Report

PUBLIC AGENDA ITEMS Council may consider and potentially act on the following Public Agenda items.

- 1. Rezone Request from JBTT, LLC for Chevalia Pointe located at 2655 N James Street currently Zoned C-1 Commercial District to Planned Unit Development with an underlying Zoning of R-2-60 consisting of 4.23 acres refer onto Planning and Zoning Commission for a Public Hearing and Action on September 1, 2015 and a Public Hearing and Action by City Council on September 8, 2015.

PUBLIC FORUM

“Those people wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

COUNCIL ACTIONS

COUNCIL DISCUSSIONS

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, August 11, 2015

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, August 11, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong.

Roll Call: Present: Patterson, Altringer, Blackford, Evans, Absent: Bickford

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda.

Moved by Evans, Seconded by Blackford; the Agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Approval of the Consent Agenda

A. Minutes from previous meeting B. Melvin R. Marsh for lime removal at water plant - \$49,500
C. Replacement of RAW Pump #3 at the Waste Water Treatment Plant from Central Pump And Motor for \$25,356.85 (Mody Pump and installation) D. Clarifier #2 Repaired at the Waste Water Treatment Plant – Wolin Mechanical-Electrical \$68,050 for labor and materials E. Resolution 08-0215 Supporting The Home Base Iowa Initiative F. Casey's General Store – Class C Beer Permit with Sunday Sales (renewal) G. Burger Daddy – Class C Liquor License with Sunday Sales (full alcohol – new) H. Fareway Stores-Class E Liquor License Renewal Class E I. Central Salt – Bulk Deicing Salt - \$8,726.48
J. AccuJet LLC – Clean and Televis Sanitary Sewer 2015 (West of Little Beaver, East of Prairie Creek Drive, South of N 8th Street and North of SE 6th) K. Task Order No. 3364-15B Reverse Osmosis Pilot Study – Fox Engineering L. Task Order No. 1005-15E SE Destination Drive Extension – RISE Construction Plans M. Task Order No. 8630-16P North Grimes Complex Concession Stand, Fencing, Paving & Landscaping N. JD Distributing Winch Ready (for brush truck fire department) \$3,657
O. Annual Service Agreement for Ambulance Monitors with Physio-Control \$4,097.50 P. Request to Purchase an AL-120 Airless Palletized (truck slide in) Paint Striper. \$52,474 Q. Sandry Fire Supply – Gear Racks for Fire Department - \$5,553.86 R. Bulk Water Purchase Agreement Without Purchase Capacity Fee (agreement between the City and Xenia Rural Water District) S. Request for a Street Closure for Block Party NW 23rd Court on August 22, 2015 T. Baker Electric – replacement stoplight replacement parts \$2,990.00 U. Standard Professional Services Agreement with Snyder & Associates for City Traffic Signal Communication Network Project V. Approve Change Order No. 1 2014 HMA Paving Improvements from Grimes Asphalt And Paving adding \$27,968 W. Approve Engineering Recommendation of Project Acceptance of the 2014 HMA Paving Improvements X. Pay Request #2 to Grimes Asphalt and Paving Corporation for the 2014 HMA Paving Improvements - \$34,808 Y. Approve Pay Application No. 3 (retainage) to Grimes Asphalt and Paving Corporation For 2014 HMA Paving Improvements - \$17,988.65 Z. Pay Request #11 C.L. Carroll Co. Inc. for the ASR Well #1 Well Pump and Control Building Improvements - \$3,293.72 a. Utility Refunds - \$5,064.58 b. July Finance Report c. Claims Report - \$441,857.63 d. Pay Request #18 to Concrete Technologies for SE 19th Street Improvements - \$7,406.31

Jul-15

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	2,490,123.14	0.00	616,830.50	1,997,917.67
Special Revenue Fund	1,056,242.28	0.00	54,142.99	1,094,760.83
Debt Service Capital Improvements	3,039,457.83	0.00	96,245.00	2,947,818.66
Enterprise Fund	5,336,606.29	0.00	220,770.68	5,920,344.78
	5,349,465.43	0.00	199,172.99	5,537,953.72
Total	17,271,894.97	0.00	1,187,162.16	17,498,795.65

Moved by Evans, Seconded by Blackford; that the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Fire Chief Report

Chief Krohse stated that for the month of July they went on 89 runs of with approximately 50% of those being EMS. Krohse stated that July was the busiest month of the year to date. Krohse advised that last month the City of Johnston distributed Life Saver Awards at their most recent Council meeting with one of the recipients being Grimes Fire Fighter Andrew Winter.

Patrol Report

Deputy Ballinger from the Polk County Sheriff's Department was present to update the Council that there were 385 calls and trips for the department over for the month of July. Ballinger advised they had 385 calls for service and 177 traffic stops for a total of 562 contacts. Ballinger stated that the month of July was slower with fewer incidences overall than the previous month. Ballinger noted that juvenile crime was also lower.

PUBLIC AGENDA ITEMS

A. Park View Village Addition – Site Plan

Bob Gibson, Civil Design Advantage 3405 SE Crossroads Drive, Suite G addressed the Council on behalf of the owner of Brenton Communities Fund X. Gibson stated that the site is located at 1900 SE 28th Street and the owners wished to make better use of a large open green space by adding an additional 8 spaces for double wide occupancy along with some play equipment and a couple of picnic tables. Gibson stated that they plan to remove an unused basketball court currently located in the green space. City Engineer Gade stated this project met all green space requirements.

Moved by Patterson, Seconded by Altringer; the Park View Village Addition Site Plan shall be approved per the Fox Engineering letter dated July 23.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

B. Public Hearing on a Resolution Entering into Temporary Lease Agreement at 309 SE Main Street, Grimes, Iowa

Mayor Armstrong opened the Public Hearing at 5:40pm. There being no written or oral comments the Hearing was closed at 5:41pm.

C. Resolution 08-0115 To Authorize Entry Into Monthly Lease Agreement for Property Located at 309 SE Main Street, Grimes, Iowa

Mayor Armstrong stated that the property to be leased was to provide an office base for the Census personnel to work out of in the upcoming months.

Moved by Patterson, Seconded by Blackford; Resolution 08-0115 To Authorize Entry Into Monthly Lease Agreement for Property Located at 309 SE Main Street, Grimes, Iowa shall now pass.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

D. Public Hearing and Award of Contract for the Construction of Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing

Mayor Armstrong opened the Public Hearing at 5:46pm. There being no written or oral comments the Hearing was closed at 5:47pm. City Engineer Gade stated that this is the first of two public bids for the Heritage Project. Gade said that this project is for the construction of the box culvert and they have received three bids for that project, the low bid belonging to Jensen Construction Company.

Moved by Evans, Seconded by Blackford; Award of Contract for the Construction of Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing to Jensen Construction shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

PUBLIC FORUM

COUNCIL ACTIONS

COUNCIL DISCUSSIONS

Mayors Report

Mayor Armstrong stated that Governor Branstad was in Grimes recently to officially name Grimes as an Operation Home Base community. Mayor Armstrong stated that the event was well attended and thanked Americinn in Grimes for holding the event. Mayor Armstrong also noted that the State Fair would be starting this week.

City Attorney Report

No Report

City Engineer Report

City Engineer Gade stated that he had attended a FEMA workshop recently. He advised the Council that FEMA is currently revising their flood risk maps and that Fox Engineering would work with FEMA and the community in the process to update those maps.

City Staff Report

City Administrator Brown stated that there had been a significant water main break in SE Grimes. She stated that there would be continuous updates for the public on the City Facebook page.

Old Business

none

New Business

none

Adjourn.

Moved by Altringer; Seconded by Blackford; there being no further business, the meeting shall be adjourned at 5:52 p.m.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

**CITY OF GRIMES
NOTICE OF HEARING AND INVITATION TO BID
FOR**

**Crossroads Business Park of Grimes Plat 6
SE Destination Drive Extension
RM-3125(612)—9D-77
Grimes, Iowa**

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the City Clerk, City of Grimes, Iowa, in her office at City Hall Grimes, Iowa, until 10 AM (local time) on September 16, 2015, for the project described as Crossroads Business Park of Grimes Plat 6 – SE Destination Drive Extension, Grimes, Iowa, as hereinafter described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk. Proposals will be acted upon by the City Council at a meeting to be held at 5:30 PM on September 22, 2015 in the City Council Chambers, Grimes, Iowa or at such later time as may be designated at said meeting. At said meeting, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows: Crossroads Business Park of Grimes Plat 6 - SE Destination Drive Extension - The project involves 755 lineal feet of Destination Drive extension. Project consists of 2,602 square yards of 9" PCC pavement, 633 lineal feet of various sized storm sewer, 4 intakes, 828 lineal feet of 8" water main and appurtenances, 763 lineal feet of 8" sanitary sewer, 2 sanitary sewer manholes, 8,509 cy of topsoil strip, salvage and spread, 24,080 cy (Excavation), (1602 cy of net fill), of earthwork and other associated work.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the Grimes City Council.

Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, Crossroads Business Park of Grimes Plat 6 – SE Destination Drive Extension, Grimes, Iowa. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Grimes, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Grimes, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Grimes, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." The work shall be substantially completed by December 31, 2015, with final completion by May 1, 2016, subject to any changes granted by the Owner.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

All bidders are required to make positive efforts to utilize Targeted Small Businesses (TSB) on Crossroads Business Park of Grimes – SE Destination Drive Extension Improvements.

As a requirement of the RISE grant, all contractors and subcontractors working on RISE eligible items are required to record and report the amount of man hours that are expended on the RISE eligible items to the City of Grimes.

The Owner reserves the right to reject any or all proposals and to waive informalities.

The successful bidder will be required to furnish a bond in an amount equal to 100% of the contract price, and said bond to be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and the warranty of the materials and workmanship for not less than four (4) years from the time of acceptance of said improvements by the City Council.

Bidding Requirements and Contract Documents governing the construction of the proposed improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) days from the date of receipt of proposals.

Complete digital project bidding documents are available at www.questcdn.com. Prospective bidders may download the digital plan documents at no cost, but must input the Quest project cost number 4068007 on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Paper copies of said Bidding Requirements and Contract Documents are now on file in the office of the City Clerk, City Hall, Grimes, Iowa, for examination by prospective bidders, and prospective bidders may obtain paper copies from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010. A deposit charge of \$30.00 per set of Bidding Requirements and Contract Documents will be made, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Published by order of the City Council of Grimes, Iowa

Rochelle Williams, City Clerk

Preparer

Information: Civil Design Advantage, LLC 3405 SE Crossroads Dr, Suite G, Grimes, IA 50111 515-369-4400
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

**BROOKE RIDGE PLAT 2 - STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **BROOKE RIDGE, LLC ("Grantor")** and the **City of Grimes, Iowa ("City")**, in consideration for the approval by the City of the **BROOKE RIDGE PLAT 2 Project**.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the **BROOKE RIDGE PLAT 2 Project** approval process. In consideration for the City's approval of Grantor's **BROOKE RIDGE PLAT 2 Project**, the parties enter into this Agreement to control and address storm water runoff for the following described property:

BROOKE RIDGE PLAT 2, AN OFFICIAL PLAT IN GRIMES, POLK COUNTY, IOWA. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "Benefited Property").

PART I - COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a storm water detention basin ("Storm Water Management Facility") upon, over, under, through and across the following described property:

OUTLOT 'Z' IN BROOKE RIDGE PLAT 2 AN OFFICIAL PLAT IN GRIMES, POLK COUNTY, IOWA. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance; until

the date at which 18 of the lots in Plat 2 have been sodded or seed established following home construction OR after a period of 4-years from the date of Final Plat approval, whichever occurs first; after which time it will be the City's responsibility. Outlot 'Z' will be deeded to the City of Grimes when BROOKE RIDGE PLAT 2 Final Plat is approved. Grantor will post a performance bond for 4-years to cover erosion control for the period in which they are responsible. The City will allow the bond to be discontinued after the earliest of the aforementioned periods occur.

5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 4 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City; (prior to one of the aforementioned dates occurring in Paragraph 4; at which time it will be the City's responsibility), the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The Grantor of the Easement Area shall perform the maintenance obligations set forth below; until the earliest of the aforementioned dates in Paragraph 4 occurs; at which time it will be the City's responsibility. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height (max. height of 24"-36") designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.

- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor; until the earliest of the aforementioned dates occurs in Paragraph 4; at which time it will be the City's responsibility.

19. This Agreement shall run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns; until the earliest of the aforementioned dates occurs in Paragraph 4; at which time it will be the City's responsibility, at which time this Agreement will expire.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this day of , 20 .

GRANTOR: _____

By: _____

Name: _____

Title: _____

Address: _____

STATE OF IOWA)
)SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of _____.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa

Dave Sigler

From: Dave Sigler
Sent: Thursday, July 02, 2015 8:31 AM
To: Rochelle Williams
Subject: council agenda

For US Water

From Municipal Supply Vivax Vloc 9800 for \$4300

This is for doing locates for when people call to dig. The other locator broke and this is a necessity. This will not just locate water and sewer but also the electrical ones for our city owned lights which we are also required to do the locates on. Most other units only do one type of utility locate so this eliminates the need for a couple different locators which is how one company bid it and of a comparable one from another this is about \$78 cheaper and they have let us use a loaner model.

Dave Sigler
Public Works Administrator
City of Grimes
Cell 515-208-5822
Office 515-986-3036

Invoice

Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0594540-IN

INVOICE DATE: 6/30/2015

ORDER NUMBER:

ORDER DATE:

SHIP DATE: 6/30/2015

SALESPERSON: C. ALAN BURNHAM

CUSTOMER NO: 10-GRIMES

RECEIVED JUL 6

SOLD TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

BUYER:

CUSTOMER P.O.

DAVE SIGLER

JOB NAME

SHIP VIA

AL

TERMS

NET 30 DAYS

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
9800-B007-R	EACH	1.00	1.00	0.00	4,300.000	4,300.00
9800 LOCATOR KIT W/TRANSMITTER						

ORDER# 459841

po p/2 CC Approval.

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 4,300.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 4,300.00

Preparer

Information: Civil Design Advantage, 3405 SE Crossroads Drive Suite G, Grimes, Iowa 50111 (515) 369-4400
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

**CROSSROADS BUSINESS PARK OF GRIMES PLAT 5 LOTS 1-3 STORM WATER MANAGEMENT
FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between JMAK Holdings LLC ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the Crossroads Business Park of Grimes Plat 5 Lots 1-3 Project.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the CROSSROADS BUSINESS PARK OF GRIMES PLAT 5 LOTS 1-3 approval process. In consideration for the City's approval of Grantor's CROSSROADS BUSINESS PARK OF GRIMES PLAT 5 LOTS 1-3 Project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOTS 1, 2 AND 3 CROSSROADS BUSINESS PARK OF GRIMES PLAT 5.

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a storm water detention basin ("Storm Water Management Facility") upon, over, under, through and across the following described property:

A PART OF LOT 2 AND LOT 3, CROSSROADS BUSINESS PARK OF GRIMES PLAT 5, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°54'28" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 117.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°05'32" WEST, 30.00 FEET; THENCE SOUTH 61°54'26" WEST, 122.46 FEET; THENCE SOUTH 00°00'00" WEST, 279.62 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.42 FEET AND WHOSE CHORD BEARS SOUTH 45°00'00" WEST, 28.28 FEET; THENCE NORTH 90°00'00" WEST, 46.50 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 28.00 FEET, WHOSE ARC LENGTH IS 41.73 FEET AND WHOSE CHORD BEARS SOUTH 47°18'09" WEST, 37.98 FEET; THENCE SOUTH 04°36'18" WEST, 106.96 FEET; THENCE NORTH 90°00'00" WEST, 97.76 FEET; THENCE NORTH 00°00'00" EAST, 144.74 FEET; THENCE NORTH 34°45'27" EAST, 149.99 FEET; THENCE NORTH 18°59'31" EAST, 12.69 FEET; THENCE NORTH 17°14'14" EAST, 251.20 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89°54'28" EAST ALONG SAID NORTH LINE, 144.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.40 ACRES (61,109 SQUARE FEET).

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the storm water management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Storm water Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City storm water requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height (max height of 24"-36") designated on the original design to prevent erosion.

- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Storm water Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

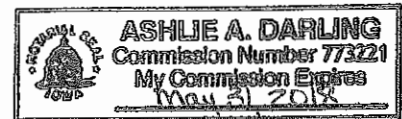
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 17th day of August, 2015.

GRANTOR: JMAK Holdings, LLC

By: Kevin Henter
Name: Kevin Henter
Title: Mgr
Address: 3100 SE Mische Dr.
Grimes, IA 50111

STATE OF IOWA)
)SS
COUNTY OF Polk)



This instrument was acknowledged before me on the 17th day of August, 2015 by Kevin Henter as manager of JMAK Holdings, LLC

Ashlie A. Darling
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa



901 West 94th Street
Minneapolis MN 55420-4236

CC App 8-25-15



MINNESOTA
IOWA
MISSOURI
WISCONSIN

952-888-4121 800-352-2812
515-957-3800 800-342-7002
515-957-3800 800-342-7002
515-957-3800 800-342-7002

RECEIVED AUG 10

Page: 1

Sold To: CITY OF GRIMES
101 N HARVEY ST
GRIMES IA

50111-2051

Invoice Number: SW500171444

Date: 8/07/15

Account No.: 3381900

Ship To:

Invoice Information

WO Number: WA37754
WO Date: 7/29/15

Store: DES MOINES
Payment Terms: CHARGE
P/O Number:
Ship Via:
Invoice Type: 101010

Make: CATERPILLAR
Model: 914G
Serial: 09WM00723
PIN:
Id No: LN1137
Cust Unit:

Meter: 6676.0

Invoice Summary

Parts: 1,417.73
Labor: 1,474.50
Misc: 166.97
Taxes: .00

Amount Due: \$3,059.20

Invoice Total: 3,059.20

DUE BY 10TH OF THE NEXT MONTH

A service charge of 1 1/2 % per month will be assessed on all past due accounts.

To ensure proper credit, please detach this portion, at the perforation, and return with remittance.



CITY OF GRIMES
101 N HARVEY ST
GRIMES IA

50111-2051

Account Number: 3381900
Invoice Number: SW500171444
Invoice Date: 8/07/15

Please remit to:

ZIEGLER INC.
SDS 12-0436
PO BOX 86
MINNEAPOLIS, MN 55486-0436

Amount Due:

\$3,059.20

Amount Enclosed:



901 West 94th Street
Minneapolis MN 55420-4236



MINNESOTA
IOWA
MISSOURI
WISCONSIN

952-888-4121 800-352-2812
515-957-3800 800-342-7002
515-957-3800 800-342-7002
515-957-3800 800-342-7002

Invoice Number: SW500171444

Date: 8/07/15

Account No.: 3381900

Page: 2

Quantity	Item	NR	Description	Unit Price	Extended
COMPLETE PRE-SAFETY CHECK PERFORMED PRE SAFETY INSPECTION. MACHINE LOCATION - DALLAS CO. IOWA					
SEGMENT AA TOTAL					.00 T

REPLACE WITH CAT REMAN ALTERNATOR CUSTOMER CONCERN: REPLACE ALTERNATOR. PULLEY IS LOCKED UP AND BURNED THE BELTS OFF. REPAIR PROCESS COMMENTS: REMOVED OLD ALTERNATOR & CLEANED MOUNTING BRACKET FOR REINSTALLATION. INSTALLED REMAN ALTERNATOR AND ADJUSTED NEW V BELTS. STARTED MACHINE TO ENSURE BELTS WERE TIGHT ENOUGH AND ALTERNATOR WAS FUNCTIONING.					
1	OR-9437		ALTERNATOR G	N5 287.29	287.29
1			CORE CHARGE	N5 281.89	281.89
1			PARTIAL CRDT	N5 112.75	112.75
1	130-3216		V-BELT SET	S5 43.12	43.12
TOTAL PARTS				SEG. 01	499.55 *
TOTAL LABOR				SEG. 01	327.50 *
SEGMENT 01 TOTAL					827.05 T

REPAIR DECELERATOR/ACCELERATOR CUSTOMER CONCERN: REPLACE ACCELERATOR PEDAL. REPAIR PROCESS COMMENTS: REMOVED OLD PEDAL FROM THE FLOOR BOARD. INSTALLED NEW PEDAL AND ADJUSTED PER SIS. OPERATED MACHINE TO ENSURE THE PEDAL WAS FUNCTIONING PROPERLY.					
3	9X-2045		SCREW	S5 1.08	3.24
1	243-0060		PEDAL AS	S5 276.34	276.34
TOTAL PARTS				SEG. 02	279.58 *
TOTAL LABOR				SEG. 02	256.50 *
SEGMENT 02 TOTAL					536.08 T

REPAIR PARKING BRAKE CABLE IS FROZE-SHOES NEED REPLACED CUSTOMER CONCERN: PARKING BRAKE IS STUCK AND DOES NOT RELEASE FREELY. REPAIR PROCESS COMMENTS: REMOVED OLD BRAKE CABLE, AND REPLACED WITH A NEW ONE. REMOVED FRONT DRIVE SHAFT AND REMOVED THE PARK BRAKE DRUM AND SHOE ASSEMBLY. CLEANED ALL RUST AND DEBRIS OFF OF BRAKE DRUM AND INSTALLED NEW BRAKE SHOES. REINSTALLED BRAKE ASSEMBLY AND DRUM ONTO MACHINE AND INSTALLED DRIVE SHAFT WITH NEW HARDWARE. OPERATED PARK BRAKE TO ENSURE IT ENGAGES AND RELEASES FREELY.					
1	1V-2772		SPRING	S5 14.96	14.96
1	3B-4610		COTTER PIN	S5 .06	.06
1	3K-7056		SPRING	S5 12.86	12.86
1	3K-7057		SPRING	S5 14.96	14.96



901 West 94th Street
Minneapolis MN 55420-4236



MINNESOTA 952-888-4121 800-352-2812
IOWA 515-957-3800 800-342-7002
MISSOURI 515-957-3800 800-342-7002
WISCONSIN 515-957-3800 800-342-7002

Invoice Number: SW500171444

Date: 8/07/15

Account No.: 3381900

Page: 3

Quantity	Item	N/R	Description	Unit Price	Extended
4	4E-5984		STRAP	S5 11.84	47.36
8	4E-5985		BOLT	S5 4.12	32.96
2	4Y-6360		SHOE A	N5 101.37	202.74
1	6V-8758		PIN	S5 7.68	7.68
1	8C-6160		CLEVIS A	S5 21.38	21.38
1	273-9436		CABLE AS.	S5 130.11	130.11
			TOTAL PARTS	SEG. 03	485.07 *
			TOTAL LABOR	SEG. 03	327.50 *
			SEGMENT 03 TOTAL		812.57 T

TEST/CHECK, ADJUST SERVICE BRAKE PRESSURE

CUSTOMER CONCERN:

SERVICE BRAKES DO NOT SEEM TO FUNCTION PROPERLY.

REPAIR PROCESS COMMENTS:

TESTED BRAKE PRESSURE AND THE PRESSURE WAS WHAT IT NEEDS TO BE AT 510 PSI. BRAKE PEDAL ASSEMBLY DOES NOT MOVE FREELY, THERE IS A LOT OF RUST BUILD UP FROM THE MACHINE SITTING IN A SALT BUILDING. CLEANED UP BRAKE LINKAGES AS BEST AS POSSIBLE AND APPLIED LUBRICANT TO ENSURE BRAKE PEDALS WOULD MOVE FREELY. OPERATED THE MACHINE AND TESTED BRAKES, THE BRAKES ARE FUNCTIONING AS THEY SHOULD AND STOP THE MACHINE WHEN APPLIED.

TOTAL LABOR SEG. 04 131.00 *

SEGMENT 04 TOTAL 131.00 T

REPAIR FUEL LEVEL GAUGE/DIPSTICK

CUSTOMER CONCERN:

FUEL GAUGE IS NOT WORKING.

REPAIR PROCESS COMMENTS:

INSPECTED WIRING FROM FUEL SENDING UNIT AND FOUND CONNECTIONS WERE POOR AND THERE WAS NOT GOOD CONTACT OF THE PINS AND SOCKETS IN THE DEUTSCHE CONNECTOR. REPAIRED CONNECTOR AND THE GAUGE WAS STILL NOT WORKING. REPLACED FUEL GAUGE AND OPERATED MACHINE, GAUGE IS WORKING PROPERLY NOW.

1 110-4734 GAGE A N5 37.00 37.00

TOTAL PARTS SEG. 05 37.00 *

TOTAL LABOR SEG. 05 131.00 *

SEGMENT 05 TOTAL 168.00 T

REPLACE AIR FILTER ELEMENT SEAL

CUSTOMER CONCERN:

AIR FILTER SEAL IS TORN AND NEEDS REPLACED.

REPAIR PROCESS COMMENTS:

REMOVED OLD SEAL AND REPLACED WITH NEW.

1 120-5335 INSULATION N5 12.76 12.76

TOTAL PARTS SEG. 06 12.76 *

TOTAL LABOR SEG. 06 65.50 *

SEGMENT 06 TOTAL 78.26 T



901 West 94th Street
Minneapolis MN 55420-4236



MINNESOTA
IOWA
MISSOURI
WISCONSIN

952-888-4121 800-352-2812
515-957-3800 800-342-7002
515-957-3800 800-342-7002
515-957-3800 800-342-7002

Invoice Number: SW500171444 Date: 8/07/15 Account No.: 3381900 Page: 4

Quantity	Item	N/R	Description	Unit Price	Extended

REPLACE ENGINE SOUND SUPPRESSION					
CUSTOMER CONCERN:					
ENGINE SOUND SUPPRESSION IS TORN AND FALLING DOWN.					
REPAIR PROCESS COMMENTS:					
INSTALLED NEW SOUND SUPPRESSION HEAT SHIELD. ONE BRACKET WAS MISSING DUE TO IT BEING BROKE OFF THE HOOD ASSEMBLY, CUSTOMER GAVE THE OK TO DRILL A HOLE IN THE HOOD AND INSTALL A LONGER BOLT, THEY SUPPLIED THE BOLT.					
4	9B-0523		SPACER	N5	10.54
4	9T-9212		PLATE	N5	4.57
1	118-8028		LINER	N5	43.33
TOTAL PARTS				SEG. 07	103.77 *
TOTAL LABOR				SEG. 07	65.50 *
SEGMENT 07 TOTAL					169.27 T

TRAVEL TO/FROM MACHINE					
40.00	TOTAL LABOR				SEG. 99 170.00 *
	TRAVEL MILEAGE				76.00
	TOTAL MISC CHGS				SEG. 99 76.00 *
	SEGMENT 99 TOTAL				246.00 T

SERVICE SUPPLIES AND ENVIRONMENTAL CHARGES					90.97 T
DUE BY 10TH OF THE NEXT MONTH					
INVOICE TOTAL					3,059.20

P.O. No. _____

CITY OF GRIMES

16132

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Ziegler
Name

901 W 94th St Minneapolis MN 55420-4236
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
-------	-----	------------	-------

Invoice # SW500171444

Work order # WA37754

\$3,059²⁰

PURCHASE JUSTIFICATION: Brake Repair, fuel gauge, intake boot
on 9286 End loader

DEPARTMENT: Streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 8-12-15
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 8-12-15
Kelley L. Brown City Administrator/Clerk (D) Date

Council Approval date: (if over \$2500) _____

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



22728 141st Drive | Perry, IA 50220 | 515-465-5681 | vanwall.com

CC App 8-25-15

Remittance Address:
PO Box 575
Perry, IA 50220

Invoice To Account No: 10308

Deliver To:

SERVICE INVOICE

CITY OF GRIMES
101 N HARVEY
GRIMES IA 50111

CITY OF GRIMES
101 N.E. HARVEY
GRIMES IA 50111

Bus Phone: 515-986-3036
Prv Phone:

Bus Phone: 515-986-3036
Prv Phone:

Invoice Number: **113613**
Invoice Date: 8/8/2015
Location: 01
Work Order Number: 25276
Payment Type: Account
Page: 3 of 3

Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 5200	2397	LV5200E420146	15473W	

Gen1- Retail							
SERVCALL01	SERVICE CALL-LOC 01	1.00	125.00	125.00	\$125.00	N	

OL&M Charges:

Description	Value
INJECTION PUMP-01	\$2222.75

Labor: \$2,059.76	Parts: \$456.00	OL&M: \$2,222.75	Misc: \$192.10	Sub-Total: \$4,930.61
-------------------	-----------------	------------------	----------------	-----------------------

Miscellaneous Charges:

Service Supplies & Environmental Disposal	\$107.11
Diagnostic Technology	\$10.00

Customer PO No: water plant
Tax Exempt No: X
Advisor: JARED SHARR

Labor:	\$2,059.76
Parts:	\$456.00
OL&M:	\$2,222.75
Misc:	\$309.21
Sales Tax:	\$0.00
Grand Total:	\$5,047.72

TERMS AND CONDITIONS

Van Wall Equipment assumes no responsibility for loss or damage by theft or fire to machines placed with us for storage, sale, repair, or while field testing.

Received by: Date:

P.O. No. _____

CITY OF GRIMES

16160/

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier

Name

Von Wall Equipment

Address

22428 141 Dr. Perry IA 50220

Phone Number/Fax Number

ITEMS

QTY

UNIT PRICE

TOTAL

Invoice # 113613

Labor \$2059⁷⁶ Parts \$456⁰⁰ Oil & M \$222⁹⁵ MS \$309²¹

5,047⁷²

PURCHASE JUSTIFICATION: Service call on JD 5700

Fuel Injection pump went bad

DEPARTMENT:

USW - city tractor

LINE ITEM:

BEGINNING BUDGET BALANCE:

ENDING BUDGET BALANCE:

PURCHASE REQUESTED BY:

Kelly L. Brown

DATE:

8-19-15

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelly L. Brown

Kelly L. Brown City Administrator/Clerk 00

Date

8-19-15

Council Approval date: (if over \$2500)

☐

Purchaser's Copy

☐

Vendor's Copy

☐

File Copy

Invoice

RECEIVED AUG 14

Civil Design Advantage LLC
3405 SE Crossroads Drive Suite G
Grimes, Iowa 50111

City of Grimes
Kelley Brown, City Administrator
101 North Harvey
Grimes, IA 50111

August 07, 2015
Project No: 1505.252
Invoice No: 17026

Project 1505.252 Grimes Crossroads Plat 6/Destination Dr
Professional Services from June 29, 2015 through August 02, 2015

Task 205 SWPPP & NPDES Permit
Fee

Total Fee 1,750.00

Percent Complete

100.00 Total Earned 1,750.00
Previous Fee Billing 1,750.00
Current Fee Billing 0.00
Total Fee

0.00

Total this Task

0.00

Task 301 Construction Cost Estimate
Fee

Total Fee 500.00

Percent Complete

100.00 Total Earned 500.00
Previous Fee Billing 0.00
Current Fee Billing 500.00
Total Fee

500.00

Total this Task

\$500.00

Task 302 Street/Storm Sewer CD's
Fee

Total Fee 8,800.00

Percent Complete

100.00 Total Earned 8,800.00
Previous Fee Billing 5,968.00
Current Fee Billing 2,832.00
Total Fee

2,832.00

Total this Task

\$2,832.00

Task 310 Street Lighting Design
Fee

Total Fee 540.00

Percent Complete

100.00 Total Earned 540.00
Previous Fee Billing 0.00
Current Fee Billing 540.00
Total Fee

540.00

Total this Task

\$540.00

Task 402 Sanitary/Water CD's
Fee

Total Fee 2,500.00

Project	1505.252	Grimes Crossroads Plat 6/Destination Dr	Invoice	17026
Percent Complete	100.00	Total Earned	2,500.00	
		Previous Fee Billing	1,492.00	
		Current Fee Billing	1,008.00	
		Total Fee		1,008.00
		Total this Task		\$1,008.00
Task	601	Construction Staking		
Fee				
Total Fee	4,250.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	602	Construction Administration		
		Total this Task		0.00
Task	605	Record Drawings		
Fee				
Total Fee	1,900.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	998	Permits & Fees		
		Total this Task		0.00
Task	999	Reimbursable Expenses		
Professional Personnel				
		Hours	Rate	Amount
Administrative 2		.50	50.00	25.00
Totals		.50		25.00
Total Labor				25.00
Unit Billing				
6/5/2015	Mileage	6.0 miles @ 0.575	3.45	
	Total Units		3.45	3.45
		Total this Task		\$28.45
		Total this Invoice		<u>\$4,908.45</u>
Project Manager	Gary Reed			

P.O. No. _____

CITY OF GRIMES

16138

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Logan Contractors
Name
PO Box 5283 Des Moines IA 50305
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Crafco SS125D</u> <u>melter</u>	<u>1</u>	<u>\$38,900</u>	<u>\$38,900</u>

PURCHASE JUSTIFICATION:

Crack Sealer for applying tar to the street to
protect the road increasing longevity.

DEPARTMENT: Street - Equipment

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: David Gale DATE: 8-18-15

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelly Brown 8-20-15
Kelley L. Brown City Administrator/Clerk (20) Date

CC 8-25-15
Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

1 of 3 bids



QUOTE

THIS QUOTE IS SPECIFICALLY PRESENTED TO:

TO: BLAKE

DATE:

08/07/2015

CO: CITY OF GRIMES

RE: MELTER

<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE/PER</u>
1	NEW CRAFTCO SS125D MELTER W/ENGINE COVER	\$38,900.00

TERMS: NET 30 DAYS

F.O.B. : DELIVERED

QUOTE FIRM FOR: 30 DAYS

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call us at 515-253-9048 or my cell # 515-208-8526

Sincerely,

Dave Potter
Sales Manager

BK-SERIES KRACKER PRICE LIST JUNE 2015

BASE PRICE

<input type="checkbox"/>	<input type="checkbox"/>	BK-250D	\$39,262.00
<input type="checkbox"/>	<input type="checkbox"/>	BK-400D	\$42,094.00
<input type="checkbox"/>	<input type="checkbox"/>	BK-400D DoublePumper	\$49,304.00

Both BK250D and BK400D come standard with Dual Axles, Engine Gauge Panel and Hose Box Assembly.

OPTIONS

<input type="checkbox"/>	<input type="checkbox"/>	Spare Tire and Mount	\$ 335.00
<input type="checkbox"/>	<input type="checkbox"/>	Block Loading Conveyor	\$ 2,970.00
<input type="checkbox"/>	<input type="checkbox"/>	Custom Color Paint (Black No charge)	\$ 330.00
<input type="checkbox"/>	<input type="checkbox"/>	(120V-1Phase) Electric Heating Element	\$ 1,545.00
<input type="checkbox"/>	<input type="checkbox"/>	(240V-1Phase) Electric Heating Element	\$ 1,812.00
<input type="checkbox"/>	<input type="checkbox"/>	6" Sq. Return Tube/Folding Cover/Lock out Brk	\$ 623.00
<input type="checkbox"/>	<input type="checkbox"/>	Bucket Pour Spout	\$ 368.00
<input type="checkbox"/>	<input type="checkbox"/>	Engine Cover	\$ 2,266.00
<input type="checkbox"/>	<input type="checkbox"/>	Dual Wand Set-up (Hose Box Only)	\$ 1,030.00
<input type="checkbox"/>	<input type="checkbox"/>	Heated Hose Trough	\$ 5,000.00
<input type="checkbox"/>	<input type="checkbox"/>	Squeegees	\$ 114.00
<input type="checkbox"/>	<input type="checkbox"/>	High Volume Asphalt Pump	\$ 500.00
<input type="checkbox"/>	<input type="checkbox"/>	Axle/Electric Brakes	
<input type="checkbox"/>	<input type="checkbox"/>	Axle/Hydraulic Brakes	
<input type="checkbox"/>	<input type="checkbox"/>	Hitch 3" Pintel	
<input type="checkbox"/>	<input type="checkbox"/>	Hitch 2 5/16" Bulldog	

F.O.B. WICKENBURG, ARIZONA

Bid 3

MIDSTATES
EQUIPMENT & SUPPLY

606 County Rd. #1
Mountain Lake, MN 56159
Tel. (507) 427-3807
Fax (507) 427-3709
Toll Free 1-800-929-3807

August 10, 2015

City of Grimes
Attn: Dave Sliger
101 N. Harvey Street
Grimes, IA 50111

Dave,

Thank you for the opportunity to quote equipment for your asphalt maintenance needs. I have listed the price for what you are interested in. **You are responsible for paying the sales tax in your own state. Please plan on 8-10 weeks out when ordering.**

Glenzoil (5 gallon pail) \$56.95/pail, plus freight

KERA150BRE Rubberized Asphalt Kettle (trailer) \$38,500.00 plus freight, estimating \$1,200.00 - \$1,600.00.

Standard Unit: 150 gal. Material Bath

26hp Liquid Cooled, 3 Cylinder, Kohler Diesel Engine

Automatic Temperature Control

Hydraulic Agitation

18 ft. Electric Hose System

Heated Applicator Wand with 3" O.D. Swivel Sealing Shoe

Overnight Heating

(2) 3500 lb. Axles with 205/75 R15 Tires with Electric Brakes on Lead Axle.

Adjustable Pintle Style Hitch

Items marked with an * are highly recommended.

Safety Options:

Electric Breakaway Switch c/w Battery	\$350.00 *
10 lb. Fire Extinguisher c/w Bracket	\$229.00 *
Strobe Light	\$395.00 *
Slow Moving Vehicle Sign	\$109.00
Flashing Arrow Stick Traffic Advisor	\$1,290.00
Flashing Arrow Stick Upgrade, with LED Arrow Ends	\$1,590.00

Optional Equipment/Accessories:

80 CFM Air Compressor with 40 ft. air hose	\$10,200.00
Patented 25 ft. Oil Heated Hose System (replaces standard)	\$650.00
200,000 BTU Hand Held Vapor Propane Torch c/w 15'	\$425.00 *
Propane Hose and Bottle Holder (for diesel fired units)	
Electric Brake, rear axle	\$175.00
Hydraulic Surge Brakes	\$1,490.00
Hydraulic Surge Brakes, both axles	\$1,740.00
Tool Box	\$325.00
2" Gravity Pour Molasses Valve	\$950.00 *
LED Trailer Lights	\$250.00 *
Micro Switch to stop agitation when lid is opened	\$125.00 *
Optional Material Thermostat Install for Temperature Controller	\$250.00 *
1/8" OR 1/4" Concrete Tip	\$20.00
2-5/16" Ball Hitch	190.00
Electric Fuel Gauge	\$229.00 *
Burner Indicator Light, Green Strobe	\$300.00 *
Engine Cover of Diesel Engine	\$800.00 *
Spare Tire & Rim (not mounted) (KERA 145)	\$179.00
Spare Tire & Rim (not mounted) (KERA260/400)	\$290.00
Mounting Bracket for Spare Tire & Rim	\$225.00
Swing Away spare Tire Holder	\$495.00
Aluminum Rims 15" (each)	\$115.00
Wand Recirculation Port Hole	\$975.00 *
Custom Paint Colour	CALL

TERMS: Because this is a special order, Midstates would need 25% down upon ordering and the balance due in 30 days from invoice.

This Proposal/Contract may be withdrawn by Midstates Equipment & Supply if not accepted within 30 days, or at anytime, subject to increases related to material prices as uoted above.

Date of Acceptance _____

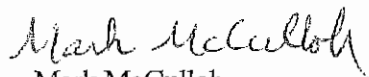
PO# _____

Signature _____

Signature _____

If you have any questions please do not hesitate to call.

Sincerely,



Mark McCulloh

MIDSTATES EQUIPMENT & SUPPLY

MM/16

Equipment quote for City of Grimes, IA

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated December 15, 2003 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

A. Title: **Heritage at Grimes Plat 2 Phase 2 – Little Beaver Creek Tributary Crossing**

B. Description: The project involves The construction of a cast-in-place, 115' long, 4-cell 12'x8' Box culvert, a separate, cast-in-place 115' long, 10'x10' Box culvert with lighting for a pedestrian trail, cast-in-place decorative head walls with a formliner, and railings within Heritage at Grimes Plat 2.

FOX will prepare front end and bid documents associated with the project. This Task Order is for final design, bidding, and construction administration services.

The total project budget including FOX fees is \$1.45M.

1. **Services of Engineer** shall consist of those stated in the following sections of Exhibit A of the Master Agreement Between Owner and Engineer:
 - a. **Study and Report Phase as per Exhibit A1.01** - Not applicable for this project
 - b. **Preliminary Design Phase as per Exhibit A1.02** - Not applicable for this project
 - c. **Final Design Phase as per Exhibit A1.03** – As per exhibit A, but with the following additions:
 1. Preparation of front end and bidding documents.
 2. Construction Plans to be provided by Bishop Engineering.
 3. This Task Order has been prepared based upon one (1) prime construction contract.
 - d. **Bidding Phase as per A1.04** – As per exhibit A, but with the following additions:
 1. The Engineer shall provide the following:
 - ☐ Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
 - ☐ Review supplier submittals for pre-approval of base bid equipment.
 - ☐ Attend Council Meeting for Public Hearing & consideration of award of project.
 - ☐ Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - ☐ Prepare and distribute signatory copies of the Notice to Proceed.
 2. A Pre-Bid Conference will not be required for this project.
 3. Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services.
 - e. **Construction Phase as per A1.05 and in addition:**
 1. The Engineer shall administer the preconstruction meeting and progress meetings. Engineering shall complete site visits.
 2. RPR Services (as per Exhibit D) shall be part time observation.
 3. The Engineer shall provide observation associated with the project SWPPP as part of the RPR Services.
 4. Construction staking will be provided by Bishop Engineering and is not part of this agreement.
 5. The Contractor shall furnish record drawings to the Engineer. Record Drawings will be completed by Bishop Engineering.

f. **Post-Construction Phase as per A1.06** - Post construction services will be provided upon request on an hourly basis as requested by the Owner.

g. **Additional Services as per A2.01.15:**

1. If a geotechnical investigation is needed, FOX will assist the Owner with geotechnical investigations by others and paid by the City.

2. **Owner's Responsibilities** - As per Exhibit B, but with the following additional responsibilities:

- a. The Owner shall be responsible for all property and easement acquisitions along with property surveys and easement plats as per B.2.01.C.3, if required.
- b. The Owner shall be responsible for obtaining the services of a geotechnical firm for completion of geotechnical investigations as recommended by the Engineer.
- c. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

3. **Times for Rendering Services**

07-14-2015: Final Design is completed
07-14-2015: Council sets Bid Date & Public Hearing Date
08-05-2015: Bid Date
08-11-2015: Council Approves Construction Plans and Awards Construction Contract
09-14-2015: Begin Construction
12-18-2015: Milestone 1 – Box Culverts are installed
06-30-2016: Substantial Completion
08-30-2016: Final Completion

4. **Payments to Engineer** - As per Exhibit C and as follows:

- a. The following Method C is added to the list of available methods of payment listed in Exhibit C:

Method C: Per Bidding Document Rate - Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law.

- b. Amounts listed in this Task Order under Method B - Standard Hourly Rates and Per Bidding Document Rate totals are estimates only. These amounts are not maximum values.

BASIC SERVICES	FEE BASIS	AMOUNT
Final Design Phase	Method A: Lump Sum	\$6,500
Bid Phase	Method A: Lump Sum	\$4,800
Bid Phase Plan Documents	Method C: Hourly (estimated)	\$500
Construction Phase	Method B: Hourly (estimated)	\$21,000
Resident Project Representation	Method B: Hourly (estimated)	\$26,000
Post Construction	Method B: Hourly (estimated)	\$2,000

The Total Lump Sum Fees are: _____ \$11,300.00

The Total Estimated Fees are: _____ \$49,500.00

The Total Lump Sum and Estimated Fees are: _____ \$60,800.00

5. **Engineer's Consultants:**

- a. None

6. **Engineer's Liability:**

- a. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.
- b. *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- c. *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.
- d. *Agreement Not to Claim for Cost of Certain Change Orders.* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 7% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

7. **Other Modifications to Master Agreement:** Not applicable

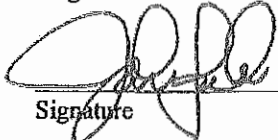
8. **Attachments:** None

9. **Documents Incorporated By Reference:** None

Approval & Acceptance: Approval & Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin work upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2015.

Engineer

 8.20.2015
Signature Date

John Gade, P.E.
Name

Project Manager
Title

Designated Representative for Task Order:

John Gade, P.E.
Name

Project Manager
Title

414 S. 17th St. (Suite 107), Ames, IA 50010
Address

jmg@foxeng.com
E-Mail Address

515-233-0000
Phone

515-233-0103
Fax

Owner

Signature Date

Kelley Brown
Name

City Administrator
Title

Designated Representative for Task Order:

Kelley Brown
Name

City Administrator
Title

101 NE Harvey Street, Grimes, IA 50111
Address

kelbrown@ci.grimes.ia.us
E-Mail Address

515-986-3036
Phone

515-986-3846
Fax

Expenditures approved per Resolution 06-2814 for Public Purpose:

August 2015

Date	Vender	Amount
07/29/15	Bankers Trust- 6 lunch meetings- Admin	\$ 236.23
08/05/15	Breadeaux Pizza- lunch meeting- Admin	\$ 51.97
08/06/15	DCG Booster- Emp. Appreciation- Admin	\$ 400.00
08/06/15	Casey's- Lunch Meeting- Admin	\$ 23.98
		<u>\$ 712.18</u>

RECEIVED JUL 29

THE greater DES MOINES
partnership

July 23, 2015

Hon. Thomas Armstrong
City of Grimes
101 NE Harvey St
Grimes, IA 50111

Dear Mayor Armstrong:

Tom

The Greater Des Moines Partnership remains focused on advancing regional priorities and keeping the positive economic development momentum in Central Iowa moving forward. The Partnership, through our work with Investors, Regional Members, Regional Affiliates and city, county, state and local economic development partners, is committed to making Greater Des Moines a best-in-class region.


Recently, we have celebrated a number of economic development wins. Kemin Industries broke ground on its new Des Moines corporate headquarters, part of a \$125.5 million expansion investment that has already added about 140 jobs. This is a big win for the Cultivation Corridor, which is now moving into its second year of implementation. Accumold broke ground on its second expansion in four years, a 40,000 square-foot, \$10 million expansion that will result in more than 200 employees over the next three years. Facebook announced that it will build a third building for its Altoona Data Center. This is the first time that Facebook has built a third building on any of its data center sites. These are just a sample of a long list of 2015 economic development projects our team has worked on with our regional partners.

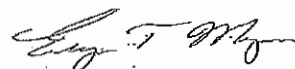
In addition to our economic development successes, we continue to collect accolades as a region. Des Moines was recently the subject of an essay written by the nonprofit Americans for the Arts, which highlighted our region's efforts to use the arts to recruit and retain talent. The essay stated: "If you're looking for an example of a city where companies have banded together to embrace the idea of using arts and culture to attract and retain talent -- particularly young talent -- you need to look no further than Des Moines." What a great accolade, and that is one of many. We were also recognized as the #1 Metro with the Most Community Pride by Gallup, we were #2 on the list of "Top 10 U.S. Cities to Land Work" by NBC News and we were #3 on the list of "Top 10 Cities for New College Grads" by SmartAsset, among many more rankings.

On the government relations front, the Partnership again led a successful trip of nearly 200 business, civic and community leaders to Washington, D.C. in May. As always, the trip provided a great opportunity for attendees to advocate for our region with one voice. Our public policy focus is now shifting to the upcoming Iowa Caucus season. The Partnership has partnered with the Greater Des Moines Convention and Visitors Bureau, the Iowa Economic Development Authority, Drake University, The Des Moines Register and the Iowa Department of Cultural Affairs to form the Iowa Caucus Consortium. The Consortium aims to provide a great experience for national visitors, including media and campaign staffs, in an effort to keep Iowa's first in the nation status.

As you can see, we continue to rack up big wins in our collective efforts to make Greater Des Moines even greater by working closely with our regional partners. Without your ongoing commitment and support, we could not be successful. As always, thank you for your efforts to help us grow Central Iowa's economy.

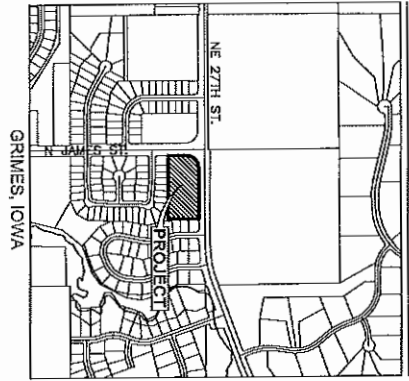
Sincerely,


Jay Byers
CEO


Eugene Meyer
President

1/1
1506.296
B-A

VICINITY MAP



OWNER/APPLICANT

LOT 42, CHEVALIA VALLEY
GRIMES, IA 50111

ZONING

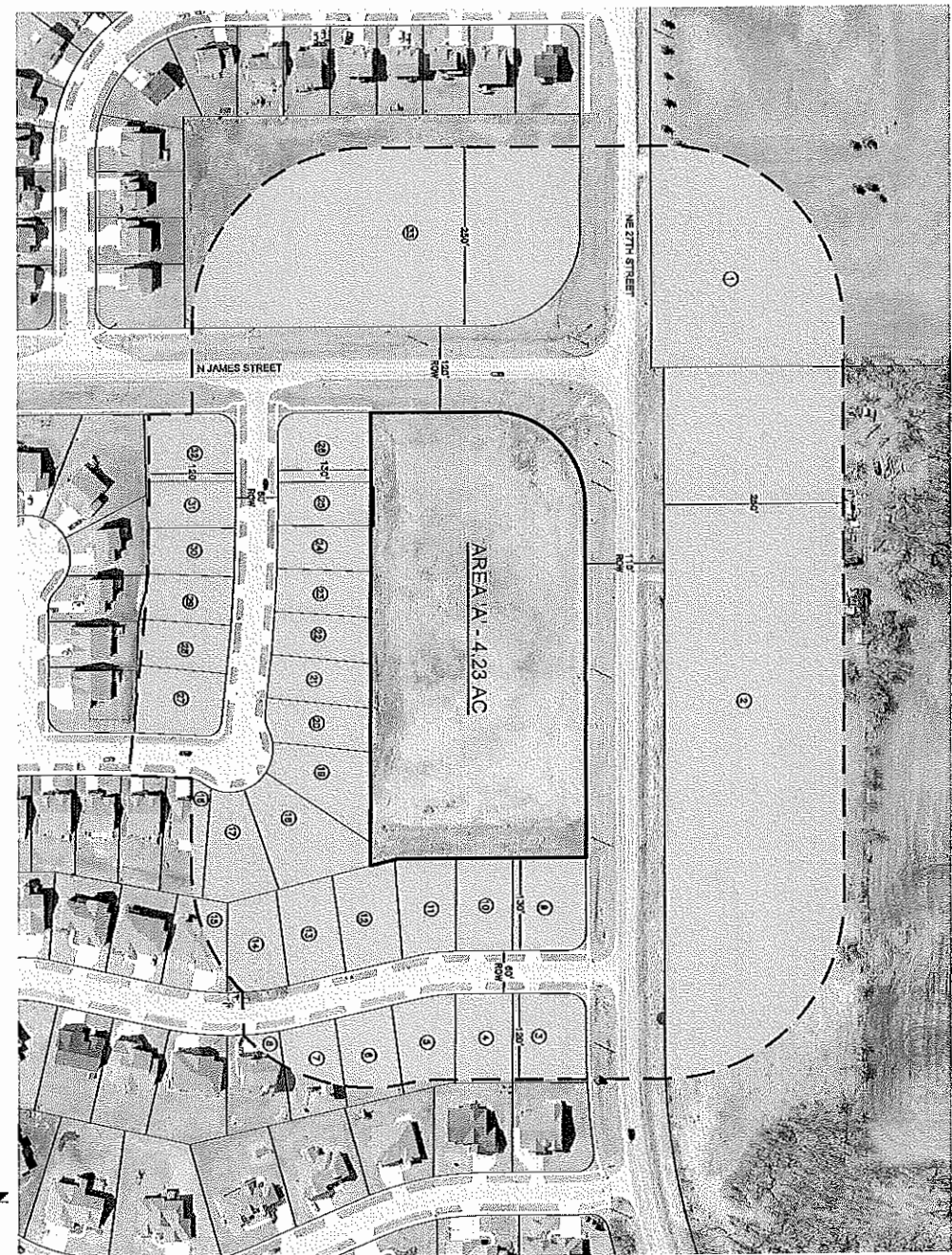
- EXISTING: C-1 COMMERCIAL DISTRICT
- PROPOSED: R20 - PLANNED UNIT DEVELOPMENT DISTRICT WITH
CONDITIONS ZONING OF R2-50 WITH THE FOLLOWING:
• 22' FRONT YARD SETBACK
• 30' SIDE YARD SETBACK
• 30' REAR YARD SETBACK
• 30' WIDE STREET
• 100' CONTIGUOUS STREET FRONTAGE

REZONING DESCRIPTION - AREA A

LOT 42, CHEVALIA VALLEY PLAT IN THE CITY OF GRIMES,
POLK COUNTY, IOWA AND RECORDED IN BOOK 1733, PAGE 353-372.

ADJACENT OWNERSHIP

1. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
2. DARRIN S. BROWN
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
3. PATRICK J. WATKINS
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
4. NEIL J. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
5. DEWAYNE A. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
6. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
7. PAUL D. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
8. RYAN W. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
9. DANIEL J. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
10. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
11. BRYAN L. WATKINS
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
12. BRYAN L. WATKINS
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
13. BRYAN L. WATKINS
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
14. DANIEL J. GORDON
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
15. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
16. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
17. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
18. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
19. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
20. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
21. MATTHEW J. LARSEN
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
22. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
23. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
24. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
25. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
26. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
27. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
28. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
29. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
30. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50
31. JAMES E. GORDON, JR.
2000 N. CHEVALIA CT
GRIMES, IA 50111
EXISTING ZONING: R2-50



LOT 42, CHEVALIA VALLEY AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK
COUNTY, IOWA AND RECORDED IN BOOK 11733, PAGE 953-973.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

August 18, 2015

Attn: Kelley Brown
City Administrator, City of Grimes
101 N. Harvey Street
Grimes, Iowa 50111

RE: **Chevalia Pointe**
Rezoning Request
CDA 1506.296

Dear Ms. Brown:

On behalf of JBTT, LLC we submit ten copies of the rezoning request for Chevalia Pointe located at 2655 N. James Street within the City of Grimes. The site consists of 4.23 acres that is currently zoned C-1 Commercial district. The developer would like to rezone the property to a Planned Unit Development with an underlying zoning of R-2 60. As shown on the attached conceptual plan this property is land locked with residential development or public streets on all sides and access is restricted to a single entrance on NE 27th Street. Therefore, in order to place a public street with a cul-de-sac on the site and provide a sufficient amount of buildable lot area the developer would like to request a 25 foot front yard setback, 50 foot right-of-way and allowance of a street centerline radius of 100 feet. We look forward to your review of our submittal. Please contact me with any questions.

Sincerely,

CIVIL DESIGN ADVANTAGE

Erin K. Ollendike, P.E.

copy: John Gade, Fox Engineering (Email)
Brad Baumler, JBTT LLC



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

August 17, 2015

To: City of Grimes

From: Andrew Wood, Jeff Waters, Jake Solsma, Christina Shepherd, Austin TeBrink

O&M Report: August 2015

Water Operation & Maintenance

Maintenance staff performed monthly inspections and completed the monthly preventative maintenance work on all water plant equipment during the first week of July.

In July, the Reverse Osmosis technology was selected for alternatives evaluation for water treatment of the Jordan aquifer well water supply to reduce hardness and improve water quality. The goal is two-fold, first to meet all secondary water quality standards that cannot be met with lime softening of the Jordan water and secondly, to reduce total hardness in the City's finished water supply. Harn RO was selected for the RO Pilot Study, and preparations and the IDNR approval process began in July.

The Lime slakers and feed pumps were acidized and cleaned during July prior to peak demand as part of our Preventative Maintenance Plan.

The removal of lime sludge from the lime lagoon continued in July. Due to increased water production and sending water down the ASR well, the lime lagoon is full. This was also noted by IDNR during their annual inspection. Additional hauling will need to be done this year. We are looking into our options for removing additional lime solids.

Grounds keeping, mowing and weed control continued during the month.

Wastewater Operation & Maintenance

The Grimes wastewater treatment facility's effluent discharge was well within the permit limitations during the month of July 2015. Average effluent CBOD5 concentrations were below detectable levels, average Total Suspended Solids concentration was 1.066 mg/l, and the average Ammonia Nitrogen concentration was 0.07 mg/l.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Maintenance staff performed monthly greasing and facility inspections during the first week of July.

On July 30th, the WWTP storm water ponds were bypassed to Little Beaver Creek due to flash flooding during a rain event. This bypass of primary treated waste was reported to DNR.

Staff worked on preparations for the replacement of Raw Water Pump No. 3. The new pump will be a drywell submersible.

Grounds maintenance being performed includes mowing, weed control.

Distribution & Collections

The distribution and collection system crew had another busy month in July. Flushing of the distribution system continued in the NW corner of Grimes and staff plans to move to the SE side of town during the second half of August. Many meters were set this month and we expect there to be even more in August and September due to increased construction. Pressure complaints have been slowing down, but there were more than usual at the beginning of the month. The pressure issues are being resolved by first replacing the meter if it is an older style with moving parts with a new no-moving parts meter. Replacing the meter for poor pressure has been effective, but if the pressure is the same after a new meter is installed we advise the customer to talk to a plumber about replacing their pressure reducing valve.

AccuJet was able to finish the annual cleaning and inspection of the sewer lines in July. We have received the detailed report of the areas that need attention and we will be working with the City's Engineer to determine which areas will require additional cleaning and/or repairs.



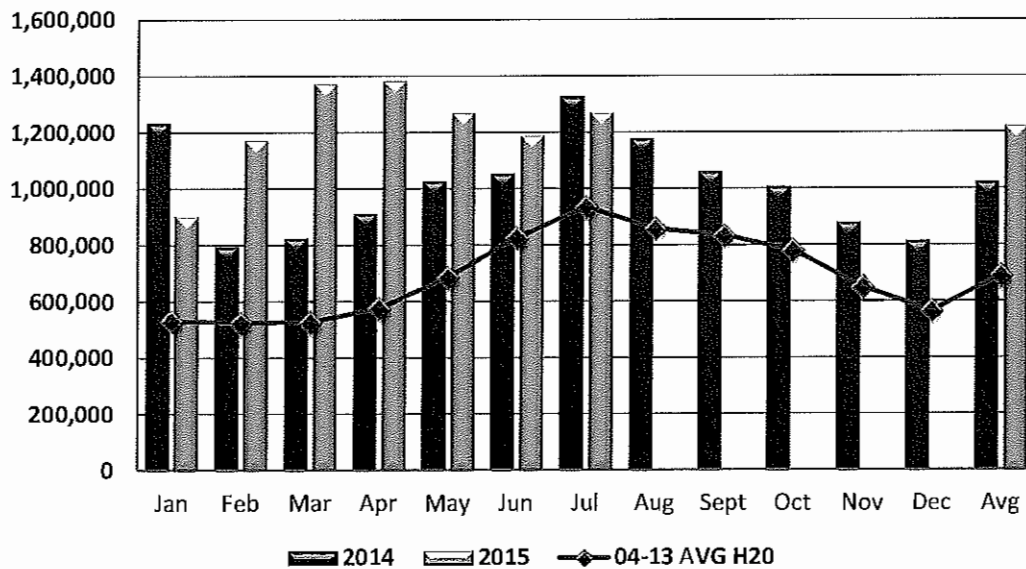
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		12-101	12-102	12-103
Water	Units			
Average Daily Pumped	gallons	1,270,940	1,189,570	1,326,226
Maximum Daily Pumped	gallons	1,538,000	1,551,000	1,701,000
Minimum Daily Pumped	gallons	870,000	754,000	913,000
Hardness				
Hardness - Avg Raw	grains	35.99	36.34	21.15
Hardness - Avg Finish	grains	20.33	21.38	9.23
Iron mg/l				
Avg Raw	mg/L	6.04	5.94	4.54
Avg Finish	mg/L	0.07	0.09	0.28
Fluoride mg/l				
Avg Raw Fl.	mg/L	1.31	1.4	0.3
Avg Finish Fl.	mg/L	1.05	1	0.69
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	0	0	0
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	1.066	5.79	7.7
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	0.07	0.32	0.26
NH3-N Effluent Permit Limit	mg/L	2.6	2.8	2.8
Effluent Flow				
Average Daily	gallons	2,377,419	2,034,100	1,705,000
Maximum Daily	gallons	2,790,000	2,658,000	2,680,000
Minimum Daily	gallons	1,690,000	1,327,000	1,140,000
Distribution				
Work Orders	#	125	127	141
Locates	#	496	438	481
Meters Installed				
Residential	#	31	26	28
Commercial	#	5	10	0
Temp Hydrants	#	6	5	1
Disconnect Notices	#	82	78	70
Services Disconnected	#	11	8	16
Hydrants Inspected/Flushed	#	20	51	2
Valves Exercised	#	11	12	1
Manholes Inspected	#	50	20	1

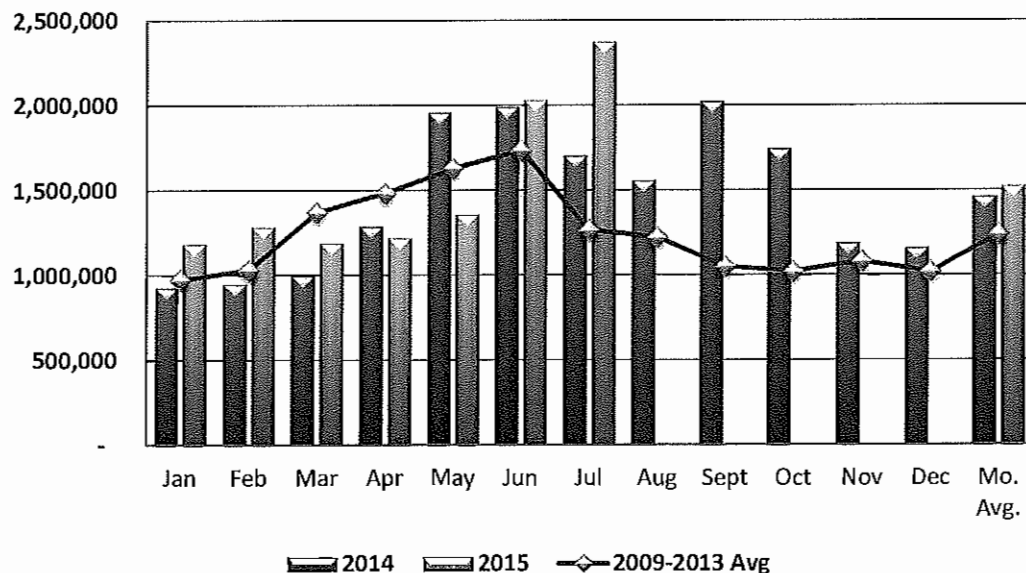


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons

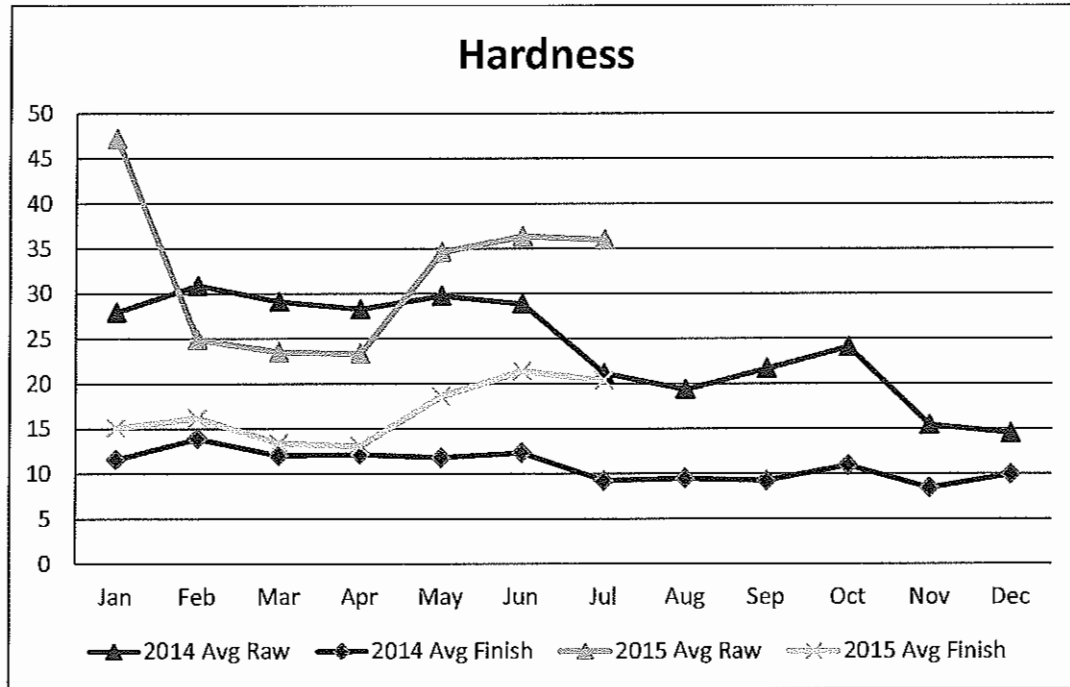


Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction





CITY COUNCIL MEETING

Workshop Immediately Following Council Meeting

Tuesday August 25, 2015

Grimes City Hall

Following the City Council Meeting

Mayor Tom Armstrong

City Council: Craig Patterson, Jill Altringer, Tami Evans, Ty Blackford, Doug Bickford

City Administrator Kelley Brown, City Clerk Rochelle Williams,

City Treasurer Deb Gallagher

City Attorneys Tom Henderson

City Engineer John Gade

I. GENERAL AGENDA ITEMS

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. ASR – Steve Troyer
5. Highway 141 Building Design Review
6. Driveway Code Review
7. New Business

II. ADJOURNMENT.

Public Forum

Brady Yeoman
3001 SE Stone Ridge Street
Grimes, IA 50111

City of Grimes
Attn: Scott Clyce
101 NE Harvey Street
Grimes, IA 50111

RE: Nature preserve proposed by Glenstone Village

Dear Mr. Clyce,

I would appreciate the opportunity to talk to the City regarding the proposed creation of a Nature Preserve area on the city's SE side on a property owned by Glenstone Village.

Homeowners in the Glenstone neighborhood have been blindsided and have real safety concerns regarding this proposal. Glenstone Village's lack of transparency and brute force has put this project on a fast track to completion I feel the Glenstone neighborhood as whole needs to be involved with this project and have a say what is going to be done to this land. As you are aware multiple homes back up to this property and also includes a trail that is open to public use.

Over the past several years we have seen an increased amount of wildlife in our neighborhood including coyotes, opossums, and raccoons. In fact, coyotes running through our neighbor at night garnered a lot of media attention in 2014 from The Des Moines Register, KCCI and WHO-TV. While we were made aware that coyotes in general pose little threat to humans they do threaten the lives of small animals including small dogs that a lot of my neighbors own, including myself.

I appreciate the opportunity to address these concerns with the City Council.

Sincerely,

Brady Yeoman